

MEMORANDUM OF AGREEMENT

The below listed Participants, by affixing their signatures to this Memorandum of Agreement (MOA), agree in principle to voluntarily coordinate mutual aid service with each other in a good faith effort to maximize the ability of participants to provide patient care within the area in the event of a Pandemic.

_____ (“Hospital”)

_____ (“Facility”)

I. Scope and Applicability

The Participants agree that in the event of an outbreak of influenza, or other natural or unnatural disaster, which precipitates a sudden and/or severe influx of patients requiring hospital care that is substantially greater than the Hospital's capacity to provide care (hereinafter "Event"), then the Hospital may request assistance from the Facility in allowing the Hospital to convert a part of the Facility into a Specialty Care Unit (SCU) in order to provide surge capacity for hospital patients or for victims/casualties resulting from the Event. For planning and preparedness purposes, the SCU activated to provide supportive care to flu patients will be termed the "Influenza Specialty Care Unit (ISCU)." This MOA shall govern the ISCU for Pandemic Influenza response.

Each Participant agrees to take all appropriate actions during a Pandemic without regard to race, color, creed, national origin, age, sex, gender orientation, religion, or handicap to assist the community as necessary, and agrees to follow the guidelines set forth herein to the extent possible. There shall be no cause of action or basis of liability for breach of this MOA by either Participant against the other Participant.

This MOA is not intended to replace the Hospital's Disaster Plan or to adversely affect existing transfer agreements between hospitals, but is intended to support those plans and agreements. Each Participant shall incorporate this MOA into its disaster plan consistent with the provisions agreed to herein.

II. Guidelines

A. SUPPLIES AND EQUIPMENT

Each Facility shall provide habitable space and other requested areas, use of existing infrastructure, and equipment as described below. It is recognized that the Commonwealth of Massachusetts, Department of Public Health (MDPH) intends to supply medical beds, ventilators, and other necessary supplies to establish ISCU's, and that the Facility shall not be required to expend additional resources outside its normal operations to establish the ISCU.

The Facility will permit the Hospital to use and operate its physical facilities and equipment, including but not necessarily limited to:

- Designated areas of the Facility (list): _____

- Office equipment, including telephones, copy machines, computers, fax machines
- Tables, chairs, desks, cots, wheelchairs
- Refrigerators
- Other equipment, materials, or resources, including but not limited to: _____

- Other resources and materials as mutually agreed upon by Participants to be utilized during an Event are incorporated by reference in this agreement.

B. POINTS OF CONTACT

The Facility will designate three points of contact:

- An administrator who will serve as the primary point of contact and who has authority to open the building.
- A building maintenance and systems point of contract, to include or in addition to a janitorial point of contact who will work with ISCU personnel to move tables, chairs, etc.
- A security point of contact who will interact with the Hospital and local and/or state law enforcement in making security plans.

The Hospital will provide a hospital point of contact to answer any questions that the Facility may have.

C. OTHER AGREEMENTS

The Facility will allow visits to the Facility by members of the Hospital, the local health department, local and/or state law enforcement, and, if needed, MDPH for the development and maintenance of an ISCU plan. The Facility understands that these visits may take place before an outbreak of influenza (for advance planning purposes), and/or while the Facility is serving as an ISCU.

The Facility will encourage personnel to volunteer to work at the site, or to assist in other Pandemic response activities. The Hospital, in collaboration with MDPH, will provide informational programs and materials to Facility personnel on pandemic preparedness and response. The participants agree that all volunteers shall be under the direction of the Director of Medical Operations at the ISCU. The hospital and the facility shall develop and provide an appropriate notice to any volunteers that provide services to the ISCU indicating that their services shall neither be compensated nor covered by any

general liability or workers compensations insurance coverage.

The Hospital will coordinate the provision of extra security personnel, and will provide any post-event cleanup that is needed.

It is understood that the Facility will maintain, and does not relinquish, its flexibility to make arrangements that will minimize the disruption that serving as an ISCU site could entail.

D. COST OF SERVICES, EQUIPMENT, AND PERSONNEL.

The hospital may seek reimbursement for patient care provided during the activation and operation of the ISCU pursuant to the hospital's applicable credit and collection policies or through available public or private resources. The Hospital recognizes and agrees that it shall be responsible for covering the costs required in providing the patient care, as well as covering the operational costs of the Facility. Such operational costs shall be mutually agreed upon by the Participants including, but not limited to, utilities and supplies that are used during the ISCU activation and operation. The hospital shall coordinate with the Facility to ensure that appropriate property and/or casualty insurance is provided. The hospital and facility shall further not be responsible to pay for any resources or supplies provided by a public or private entity to run the ISCU, pursuant to an understanding that such resources and supplies are freely given.

Both Participants agree to help each other in providing documentation that may be necessary in seeking reimbursement for expenses from the Massachusetts Emergency Management Agency, the Federal Emergency Management Agency, or any other public or private entity. Both Participants recognize that this MOA is executed without knowing what those reimbursements may be or whether there will be any reimbursement forthcoming for a Pandemic that precipitates the activation of this agreement.

III. Effective Date, Future Amendment, and Construction

This MOA shall become effective on October 31st, 2006. The date at which it becomes active shall be determined by the Hospital and MDPH, through appropriate notice to the contacts determined through this MOA. Either Participant may terminate its participation in this MOA by giving 120 days written notice to the other Participant of its intentions to terminate.

This MOA shall be reviewed periodically to ensure that it meets the requirements of the Participants.

This MOA shall automatically terminate after three (3) years; i.e. on October 31, 2009. The Participants agree to review any renewal agreements before that time and renew it if necessary.

_____ [Facility] has reviewed and approves the provisions of this agreement.

Facility Chief Executive Officer/Administrator

Date

_____ [Hospital] has reviewed and approves the provisions of this agreement.

Hospital Chief Executive Officer/Administrator

Date